



6. This Notice of Removal is therefore timely pursuant to 28 U.S.C. § 1446(b) because it is filed within 30 days of service of the Petition and citation.

**Diversity Jurisdiction**

7. This Court has subject matter over this action under 28 U.S.C. § 1332 because it is an action between citizens of different states and the jurisdictional amount in controversy requirement is satisfied.

8. First, complete diversity exists between Drechsel and Liberty Mutual. Drechsel is a citizen of Texas. Liberty Mutual is a citizen of Massachusetts.

9. Second, the amount in controversy exceeds \$75,000 exclusive of interest and costs. In the Petition, Drechsel does not specify the amount of damages requested. While Liberty Mutual denies that Drechsel is entitled to any damages, his allegations and the facts of his employment demonstrate that he seeks more than \$75,000.

10. In particular, Drechsel alleges that he is entitled to back pay. Pet. ¶ 30. He further alleges that he resigned his employment on July 9, 2012, which (as of January 16, 2014) is 557 days, or approximately 1.526 years, before the filing of this Notice of Removal. *See id.* ¶ 20. Drechsel's pay at his termination was \$64,327 per year. Thompson Dec. ¶ 4. Therefore, a mathematical calculation of 1.526 years multiplied by \$64,327 indicates that the back pay Drechsel seeks as of Liberty Mutual's filing of this Notice of Removal is at least \$98,163.

11. In addition, Drechsel seeks front pay; reinstatement; damages for mental anguish, humiliation, loss of privacy, loss of reputation, and emotional distress; punitive damages; and attorneys' fees. Pet. ¶ 30. Together, the damages Drechsel seeks clearly exceed \$75,000.

12. Consequently, this Court has original jurisdiction under 28 U.S.C. § 1332, and this suit may be removed to this Court by Liberty Mutual under 28 U.S.C. § 1441.

**Venue**

13. Venue is proper in this Court pursuant to 28 U.S.C. § 1441(a) because the state court action was originally filed in the District Court for Dallas County, Texas, which is within the Dallas Division of the Northern District of Texas.

**Requirements of the Local Rules**

14. Liberty Mutual has complied with 28 U.S.C. § 1441 *et seq.*, the applicable Federal Rules of Civil Procedure, and the Local Rules of this District.

15. Liberty Mutual separately files or attaches those materials required upon removal in accordance with Local Rule 81.1 of the Local Rules of this District:

- a. A completed civil cover sheet
- b. A supplemental civil cover sheet; and
- c. This Notice of Removal with each of the following:
  - i. An index of all documents that clearly identifies each document and indicates the date the document was filed in state court;
  - ii. A copy of the docket sheet in the state court action;
  - iii. Each document filed in the state court action, arranged in chronological order according to the state-court filing date; and
  - iv. A separately-signed certificate of interested persons that complies with Local Rule 3.1(c).

16. Simultaneously with the filing of this Notice of Removal, Liberty Mutual has served a copy of this Notice of Removal on Drechsel and filed a copy with the Clerk of the 68th Judicial District Court of Dallas County, Texas.

17. Liberty Mutual has tendered the filing fee of \$350.00 to the Clerk of the United States District Court for the Northern District of Texas, Dallas Division along with the original Notice of Removal.

WHEREFORE, Defendant Liberty Mutual Insurance Company respectfully requests that this Honorable Court take jurisdiction of this action and issue all necessary orders and process to remove said action from the 68th Judicial District Court of Dallas County, Texas, to the United States District Court for the Northern District of Texas.

Respectfully submitted,

/s/ Colin LeCroy

Angela D. Green

Texas Bar No. 24040695

Colin LeCroy

Texas Bar No. 24070120

**OGLETREE, DEAKINS,**

**NASH, SMOAK & STEWART, P.C.**

500 Preston Commons

8117 Preston Road

Dallas, Texas 75225

(214) 987-3800

(214) 987-3927 (Fax)

**ATTORNEYS FOR DEFENDANT**

**CERTIFICATE OF SERVICE**

This is to certify that on this 16th day of January, 2014, a true and correct copy of the above and foregoing was forwarded via certified mail, return receipt requested, to counsel for Plaintiff Christine Neill, Neill & Byrne, PLLC, 2214 Main Street, Dallas, Texas 75201.

/s/ Colin LeCroy

Colin LeCroy

16843645.1